

RECORDATION NO. 23554-D FILED

JUL 12 '01 : 1:10 PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

July 12, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Equipment Lease Agreement and Supplement No. 1 (TRLI 2001-1B), dated as of July 12, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the TILC Bill of Sale and associated documents being filed concurrently with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Lessor: TRLI 2001-1B Railcar Statutory Trust
c/o State Street Bank and Trust Company of
Connecticut, National Association
225 Asylum Street, Goodwin Square
Hartford, CT 06103

Lessee: Trinity Rail Leasing I L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

Mr. Vernon A. Williams
July 12, 2001
Page Two

A description of the railroad equipment covered by the enclosed document is:

Five hundred and ninety-seven (597) railcars (and the leases related thereto) bearing PGTX, TILX and TIMX reporting marks and road numbers in Exhibit A attached to the Memorandum.

A short summary of the document to appear in the index is:

Memorandum of Equipment Lease and Supplement No. 1 (TRLI 2001-1B), dated as of July 12, 2001, between TRLI 2001-1B Railcar Statutory Trust, Lessor, and Trinity Rail Leasing I L.P., Lessee.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edward M. Luria".

Edward M. Luria

RWA/anm
Enclosures

RECORDATION NO. 23584-D FILED

CERTIFICATION

JUL 12 '01 : 1:10 PM

SURFACE TRANSPORTATION BOARD

I, Edward M. Luria, attorney licensed to practice in the Commonwealth of Pennsylvania, the District of Columbia and the State of Delaware, do hereby certify under penalty of perjury that I have compared the attached copy of a Memorandum of Equipment Lease Agreement and Supplement No. 1 (TRLI 2001-1B) with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: July 11, 2001

Edward M. Luria
Edward M. Luria

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT AND SUPPLEMENT NO. 1
(TRLI 2001-1B)

This Memorandum of Equipment Lease Agreement and Supplement No. 1 is made and entered by and between TRLI 2001-1B Railcar Statutory Trust, by State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity except as expressly provided in the Equipment Lease (as defined herein) but solely as Owner Trustee (hereinafter referred to as "Lessor") and Trinity Rail Leasing I L.P. (hereinafter referred to as "Lessee"), respecting that certain Equipment Lease Agreement (TRLI 2001-1B) dated as of July 12, 2001 between Lessor and Lessee (the "Equipment Lease") and that certain Equipment Lease Supplement No. 1 (TRLI 2001-1B) dated as of July 12, 2001, between Lessor and Lessee (the "Equipment Lease Supplement").

Pursuant to the provisions of the Equipment Lease and the Equipment Lease Supplement, Lessor and Lessee hereby affirm and acknowledge that:

1. For good and valuable consideration, Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto, and subject to the terms defined in Annex A to the Equipment Lease.

2. Lessor and Lessee further acknowledge and affirm that this Memorandum of Equipment Lease Agreement and Supplement No. 1 is not a summary of the Equipment Lease and the Equipment Lease Supplement nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Equipment Lease Agreement and Supplement No. 1 and the provisions of the Equipment Lease and the Equipment Lease Supplement, the provisions of the Equipment Lease and the Equipment Lease Supplement shall control.

3. This Memorandum of Equipment Lease Agreement and Supplement No. 1 is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a).

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate or limited partnership authority, has caused this Memorandum of Equipment Lease Agreement and Supplement No. 1 to be duly executed in its corporate or limited partnership name by its officers or partners, thereunto duly authorized, all as of July 12, 2001.

LESSOR:

LESSEE:

TRLI 2001-1B RAILCAR STATUTORY
TRUST

TRINITY RAIL LEASING I L.P.

By: State Street Bank and Trust
Company of Connecticut, National
Association, not in its individual
capacity, but solely as Owner Trustee

By: TILX GP I, LLC, its General
Partner

By: 

By: _____

Name: Julie A. Balema

Name: Eric Marchetto

Title: Assistant Vice President

Title: Vice President

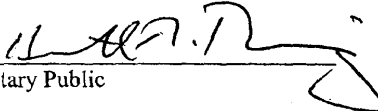
Memorandum -- Lease

STATE OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

SS:

On this 12th of July, 2001, before me personally appeared JULIE A. BAERNA to me personally known, who being duly sworn, stated that he/she is ASSISTANT VICE PRESIDENT of State Street Bank and Trust Company of Connecticut, National Association, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of the TRLI 2001-1B Railcar Statutory Trust by authority of its board of directors or equivalent governing body, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

KENNETH R. FINE
Notary Public
My Commission Expires July 12, 2002


Notary Public

My Commission Expires

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate or limited partnership authority, has caused this Memorandum of Equipment Lease Agreement and Supplement No. 1 to be duly executed in its corporate or limited partnership name by its officers or partners, thereunto duly authorized, all as of July 12, 2001.

LESSOR:

TRLI 2001-1B RAILCAR STATUTORY TRUST

By: State Street Bank and Trust
Company of Connecticut, National
Association, not in its individual
capacity, but solely as Owner Trustee

By: _____

Name: _____

Title: _____

LESSEE:

TRINITY RAIL LEASING I L.P.

By: TILX GP I, LLC, its General
Partner

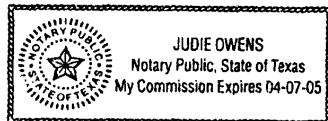
By: Eric Marchetto

Name: Eric Marchetto

Title: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS) SS:

On this 12 of July, 2001, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP I, LLC, the General Partner of Trinity Rail Leasing I L.P., that said instrument was signed on behalf of said limited partnership by said limited liability company as general partner of Trinity Rail Leasing I L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.



My Commission Expires

Judie Owens
Notary Public

EXHIBIT A**UNITS**

<u>Car Marks</u>	<u>Road Number</u>	<u>Number of Units</u>
260968-260970, 260972-260974, 260987-260989, 260994-260995, 260997-261035	TILX	50
201036-201065	TILX	30
21011-21020	TILX	10
260895-260924	TILX	30
301725-301759	TILX	35
400274-400285	PGTX	12
400250-400273	PGTX	24
420007-420015	PGTX	9
420001-420006	PGTX	6
260975-260986	TILX	12
56001-56040	TILX	40
135620-135819	TILX	200
201058-201066	TIMX	9
320002, 320005-320007, 320009, 320013, 320015- 320016, 320019, 320030, 320032, 320035-320039, 320041, 320043, 320048-320051, 320053-320054, 320060	TILX	25
301540-301614	TILX	75
301795-301797, 301799-301807, 301809-301811, 301813-301819, 301821-301828	TILX	30